

## MORTGAGE RECORD 76

Reg. No. 1995  
Fee Paid, \$ 5.25

FROM

J. F. McCabria and wife  
TO

Will Zimmerman

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7<sup>th</sup> day of  
Nov. A. D. 1932, at 11:30 o'clock A. M.*John E. Cummings*Register of Deeds.  
Deputy.

By

THIS INDENTURE, Made this First day of November in the year of our Lord, one thousand nine  
hundred and thirty two between J. F. McCabria and Ora McCabria, his wifeof Eudora in the County of Douglas and State of Kansas  
parties of the first part, and Will Zimmerman, Eudora, Kansas part Y of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Two thousand ninety one and no/100 DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The southwest quarter of the northwest quarter of section number one, the southeast quarter of the  
northeast quarter of section no. two, and the north half of the north east quarter of the southeast  
quarter of section number two, all of said land being in township thirteen, south of range twenty,  
east of the sixth P. M. in said County and state and containing one hundred acres more or less  
according to the government survey, less railroad right of way.

Privilege of paying all or any part of the principal at any interest paying date.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and  
seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or  
assessed against said real estate when the same become due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum  
and by such insurance company as shall be specified and directed by the part ies of the second part, the loss, if any, made payable to the part ies of the second part to the extent of  
interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as  
herein provided, then the part ies of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this  
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of Two thousand ninety one and no/100 DOLLARS,  
according to the terms of five certain written obligation for the payment of said sum of money, executed on the first day of November 1932and by ies terms made payable to the part ies of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or  
sums of money advanced by the said part ies of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said  
part ies of the first part shall fail to pay the same as provided in this indenture.And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any  
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept  
up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become  
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately  
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part ies of the second partto take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents  
and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the  
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part ies making such sale, on  
demand, to the first part ies.It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend  
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seal the day and year last  
above written.

J. F. McCabria (SEAL)

Ora McCabria (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas )  
COUNTY OF Douglas ) ss.BE IT REMEMBERED, That on this 1st day of November A. D. 1932, before me, a

Notary Public in the aforesaid County and State, came

Legal

J. F. McCabria and Ora McCabria his wife

Seal

to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution  
of the same.IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last  
above written.My commission expires on the 12 day of August 1935.

W. O. Mercier

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of  
Deeds to enter the discharge of this mortgage of record. Dated this 10 day of May 1938*Will Zimmerman*  
Mortgagee. Owner.This Release  
was written  
on the original  
Mortgageentered  
this 10 day  
of May 1938*Paul Kelly*  
Reg. of Deeds  
Deputy